

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ISLA MERITA HOMEOWNERS CONDO 2, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Isla Merita Homeowners Condo 2, Inc. would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution

Agreement for Traffic Control (signed by Isla Merita Homeowners Condo 2, Inc.)

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ISLA MERITA HOMEOWNERS CONDO 2, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Isla Merita Homeowners Condo 2, Inc., and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

WHEREAS, Isla Merita Homeowners Condo 2, Inc. have the authority to sign said agreements, and have done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

SECTION 1. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2003

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2003

AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and Isla Nueva H.D. Corp. 2, Inc. (hereinafter referred to as "Owner"), agree on this 2 day of September 2003, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

Signature

Print Name

Signature

Print Name

THE TOWN OF DAVIE, FLORIDA

BY: _____

TITLE: _____

ADDRESS: _____

ATTESTED BY:

TOWN ATTORNEY

Approved as to form and legality for the use and
reliance of the Town of Davie, Florida, only

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by _____, of the Town of Davie, Florida, a
municipal corporation of the State of Florida, who is _____ personally known to me, or who has
produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:

WITNESSES:

Berey
Signature

Berey
Print Name

Damon Peras
Signature

Damon's Peras
Print Name

OWNER:

BY: Richard A. Peras, President

ADDRESS: 8801 S.W. 38th Court
DAVIE, FL. 33328

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of September
2003, by Richard Peras of Isk Mirva H.O. Cards Assoc. Inc
who is ✓ personally known to me, or who has produced _____ as
identification, and who did/did not take an oath.

Eileen Cohen
NOTARY PUBLIC, State of Florida

Eileen Cohen
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



Eileen Cohen
My Commission DD088809
Expires March 30, 2006

DAVIE POLICE DEPARTMENT

1230 South Nob Hill Road

Davie, FL 33324

(954) 693-8200

FAX (954) 693-8399 (Road Patrol)

AUTHORITY TO ENTER PREMISES AGREEMENT

Is/A Merita H.O. Condo 2, Inc. a Florida Corporation,
(Name of Corporation)

located at 8801 SW 38th Court, Davie, Florida, hereby
authorizes the Town of Davie Police to enter the below described property, located
in the Town of Davie, Broward County, Florida, without limitations or restrictions
and at their discretion to enforce municipal traffic laws, criminal state statutes and
municipal ordinances and perform any and all police-related activity.

LEGAL DESCRIPTION OF PROPERTY

(See example - "Exhibit A" attached)

Is/A Merita H.O. Condo 2, Inc. expressly understands and
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of
Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, IS/A Merita H.O. Cordo 2, Inc agrees to assist in the criminal prosecution of said offender.

IS/A Merita H.O. Cordo 2, Inc hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

IS/A Merita H.O. Cordo 2, Inc further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

IS/A Merita H.O. Cordo 2, Inc agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

Is/A Merida H.O. Grupo 2 Inc expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. Is/A Merida H.O. Grupo 2 further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of Is/A Merida H.O. Grupo 2 Assoc Inc a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that ninety (90) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

Vigilance O. Harvey
Harold Lucas

Date September 2, 2003

SUBSCRIBED AND SWORN TO BEFORE ME this 2 day of
September, 19 2003

Eileen Cohen



Eileen Cohen
My Commission DD088809
Expires March 30, 2006

EXAMPLE

EXHIBIT "A"

Legal Description of Property

That part of blocks 24, 25, 26, 29, 30, 31, and the streets adjacent thereto, "LIBERIA", Plat Book 1, Page 34, Public Records of Broward County, Florida, being a part of the SE 1/4 of Section 4, Township 51 South, Range 42 East, Broward County, Florida, and being more particularly described as follows.

From the 1/4 corner on the east boundary of said Section 4 run S 88 degrees 08 feet 59 inches W along the north boundary of the SE 1/4 of Section 4 a distance of 1362.8 feet to the west right-of-way line of N 24th Avenue; thence, S 1 degree 47 feet 58 inches E and along said west right-of-way line 338 feet to the point of beginning; thence, continue S 1 degree 47 feet 58 inches E and along said west right-of-way line 733.95 feet to the north boundary of said Block 25, thence, easterly, southerly and westerly along the boundary of Block 25 on a curve to the right having a radius of 263.8 feet and a central angle of 190 degrees 48 feet 50 inches an arc distance of 878.54 feet; thence, S 88 degrees 08 feet 59 inches west 275 feet; thence, N 1 degree 47 feet 58 inches west 1534.85 feet; thence north 88 degrees 08 feet 59 inches E 275.00 feet to the point of beginning.

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